

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DEPARTMENT OF THE INTERIOR  
AND  
THE DEPARTMENT OF AGRICULTURE  
TO ESTABLISH  
INTERAGENCY DROUGHT ACTION TEAMS**

The Department of the Interior and the Department of Agriculture share responsibility for Federal participation with States, Tribes and local entities to address the impacts of drought or other water supply related crises that affect communities, farms, ranches, and the environment.

Each Department has existing authorities and programs that can be used to minimize the impacts of extreme water shortage conditions.

**I. PURPOSE**

The purpose of this Memorandum of Understanding is to provide a mechanism that will allow each Department to respond quickly to emerging water supply shortages and to coordinate the implementation of existing programs in order to maximize the benefits of available resources.

**II. PROVISIONS**

**A. INTERAGENCY DROUGHT COORDINATION**

The signatories agree to establish an Interagency Drought Coordination Task Force that will be chaired by the Deputy Secretary of each Department. The Deputies will select at least one official from each of their respective Department's agencies and bureaus that has authority to provide information or assistance related to the effects of drought or other water shortages.

**B. AGENCY RESPONSIBILITIES**

The signatories agree that, through the Interagency Drought Coordination Task Force, they will:

1. Provide the personnel support necessary on an as-needed basis, to accomplish their functions under this Memorandum of Understanding.
2. Establish a mechanism for identifying areas of the country with water supply problems that are in need of focused attention for such problems and for detecting the appropriate kind and level of resources to the identified area.
3. Jointly determine that an extreme water shortage event is likely to exist in a particular area, and upon that determination establish an Interagency Drought Action Team for that area. These teams will include Department level policy staff, in addition to appropriate staff from bureaus or agencies within each Department. It is agreed that these Teams will only exist for the limited time required to ensure that the resources of the respective Departments are being applied in a coordinated manner for that area.

**III. ADMINISTRATION**

A. Each signatory will handle its own activities and utilize its own resources, including the expenditures of its own funds, in pursuing these objectives. Each signatory will carry out its separate activities in a coordinated and mutually beneficial manner.

B. Nothing in this MOU shall obligate either the Department of Agriculture or the Department of the Interior to obligate or transfer funds. Specific work projects or activities that involve the transfer of funds, services, or property between signatories will require execution of separate agreements and be contingent upon the availability of appropriated funds. Appropriate statutory authority must independently authorize such activities. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. Nothing in this MOU is intended to conflict with existing law.

C. This MOU takes effect upon the signature of the Department of the Interior and the Department of Agriculture. The MOU shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either signatory. Either signatory may withdraw from this MOU with a 60-day written notice to the others.

D. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

Signed this \_\_\_\_\_ Day of June, 2003, by

---

Gale Norton

Secretary, U.S. Department of Interior

---

Ann M. Veneman

Secretary, U.S. Department of Agriculture